

**Memorandum of Understanding**  
**for**  
**EXCHANGE OF INFORMATION ON TRAINING OPERATIONS, LOGISTICS,**  
**PLANNING, AND COMMAND AND CONTROL/OPERATIONS**

among the  
**Bureau of Land Management**  
of the  
United States Department of the Interior  
the  
**Forest Service**  
of the  
United States Department of Agriculture  
and the  
**U.S. Army Training and Doctrine Command**  
of the  
United States Department of Defense

BLM No. FA-MOU06-0003  
USFS No. 06-MU-11130206-026

**1. Statement of Mutual Benefits and Interests.**

This Memorandum of Understanding (MOU) is made and entered into by and among the Bureau of Land Management (BLM) of the United States Department of the Interior (DOI), the USDA Forest Service (FS) of the United States Department of Agriculture (USDA), and the Army Training and Doctrine Command (TRADOC) of the United States Department of Defense (DoD), hereinafter each of these entities shall be referred to in this MOU as a “partnering agency” and, collectively, the “partnering agencies.”

The partnering agencies have individual agency missions, but all share common goals with respect to becoming more effective and efficient in the use of resources and expertise, and in accomplishing their respective agency’s mission and providing support to emergency incidents. The partnering agencies are often called upon to assist each other in emergency incidents. The partnering agencies agree to exchange information, as practical and appropriate, regarding training operations, including leader and instructor development programs, technical exchange of information on training techniques and methods for logistics, planning, and command and control/operations functions.

The BLM as the point of contact for the DOI land management agencies and the FS, known collectively as the “wildland fire management agencies,” have participated with personnel from the Combined Arms Center (CAC) in a variety of training exercises and have exchanged information with CAC staff regarding staff rides, leader development, and leadership doctrine and simulation methodologies. CAC is a subordinate organizational unit of TRADOC. This cooperation has been fostered by individual initiatives among members of the involved federal agencies. A more formalized approach is sought through the use of an MOU to ensure that opportunities for further beneficial exchanges of technical information and support are available to the partnering agencies on an on-going basis.

**2. Purpose.**

The purpose of this MOU is to further cooperation among the partnering agencies by establishing the framework and setting forth the roles and responsibilities of the partnering agencies in order to conduct and/or participate in a variety of training operations, and to promote the exchange of

related technical information among the federal wildland fire management and training programs at the National Interagency Fire Center (NIFC) and TRADOC and its subordinate commands.

**3. Authority.**

- a. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1702).
- b. Cooperative Funds and Deposits Act of December 12, 1975 (P.L. 94-148, 89 Stat. 804; 16 U.S.C. 565a1-a3).
- c. DoD Instruction 4000.19, "Interservice and Intragovernmental Support," August 09, 1995.

**4. Joint Responsibilities.**

- a. Communicate through the Points of Contact who will meet on an as needed basis, and will further communicate via telephone, facsimile, email and other means.
- b. Authorize cooperation in subject matters that include, but are not limited to: research; development; technical exchanges; and training exercises and simulations.
- c. Coordinate all training and information sharing-related activities through the Points of Contact, or their designees, listed in Section 7.
- d. Authorize Points of Contact and other appropriate federal employees to participate, facilitate, coordinate and/or provide assistance to partnering agencies' conferences and training exercises upon invitation and/or request, as practical, available, appropriate, and within statutes, regulations or policies.

**5. General Provisions.**

- a. This MOU does not require any partnering agency to expend funds or provide services in violation of the Antideficiency Act, 31 U.S.C. § 1341.
- b. Partnering agencies and their respective offices are responsible to manage their own activities and costs, and will utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its respective separate activities in a coordinated and mutually beneficial manner.
- c. Nothing in the MOU shall obligate the USDA-Forest Service, the DOI-Bureau of Land Management, or the DoD-Army Training and Doctrine Command to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the various agencies and offices of the signatory agencies will require execution of separate agreements or other appropriate arrangements, and be contingent upon the availability of appropriated funds. This MOU does not provide transfer of funds authority. Negotiation, execution and administration of funding-related agreement(s) must comply with all applicable statutes and regulations.
- d. The terms of this MOU shall become effective with and upon execution of the final signature by the participating agencies and shall remain in effect for a period of five (5) years from the date the last signature was placed on the approval section, or until such time as the MOU is terminated by mutual agreement. The MOU shall be reviewed by all

participating agencies to determine its suitability for renewal, revision, or termination. Any signatory may terminate their participation in this MOU with sixty (60) days written notice to the other signatories. The remaining signatories may continue the provisions of this MOU as long as the DoD remains a signatory.

- e. Modifications to this MOU may be initiated by any partnering agency. The modifications shall not take effect until documented and signed by all partnering agencies. The BLM is designated as the agency responsible for all administrative oversight of modifications to this MOU.
- f. Any information furnished to, or shared among, the partnering agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 552). The partnering agencies will protect classified and proprietary information according to their agency's policy and protocol.
- g. This MOU in no way restricts the signatory agencies from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing their respective programs in accordance with the applicable statutes, regulations or policies.
- h. Partnering agencies acknowledge that this MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity, by a party against the United States, its agencies, its officers, or any person.
- i. This MOU does not constitute a commitment by any partnering agency to provide any support except in those instances mutually agreed to by all parties. When TRADOC or its subordinate commands interact with either the BLM or FS, it will be in accordance with this memorandum.

## **6. Resolution of Disagreement.**

Should disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, each agency shall state the area(s) of disagreement in writing and present them to the other partnering agencies for consideration. If agreement on interpretation is not reached within thirty (30) days, the partnering agencies shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**7. Points of Contact.**

Training Unit Leader  
Fire Management Training Center  
Bureau of Land Management  
National Interagency Fire Center  
3833 South Development Avenue  
Boise, ID 83705  
208/387-5374 – office  
208/387-5378 – fax

Jim Cook  
Training Projects Coordinator  
U.S. Forest Service  
National Interagency Fire Center  
3833 South Development Avenue  
Boise, ID 83705  
208/387-5204 – office  
208/387-5398 – fax

TRADOC Deputy Chief of Staff for  
Operations and Training  
Individual Training Directorate  
Training Strategies & Policy Division  
Ft. Monroe, VA 23651  
757/788 - 6753 - office  
757/788 - 5690 - fax

Combined Arms Center G3 for U.S.  
Army organizations  
Training Strategies and Policy Division  
for U.S. Army organizations outside of  
Ft. Leavenworth, KS 66027  
913/684 - 0045 - office

**8. Signatory.**

This Memorandum of Understanding shall be effective for a period of five (5) years commencing from the date the final signature is placed in this signature section.



William S. Wallace  
General, U.S. Army  
Commanding General, U.S. Army Training and Doctrine Command

3/8/06  
Date



Kathleen Clarke  
Director, DOI - Bureau of Land Management

3/3/06  
Date



Dale Bosworth  
Chief, USDA - Forest Service

Feb. 16, 2006  
Date